

Rules and Regulations

1. Dock Carts are provided for the convenience of Marina patrons and it is requested that carts are returned to their designated area after use.
2. Only Licensee and a reasonable number of Licensee's guests will be allowed access to the Designated Slip. All guests shall conform their activities to the requirements of the Agreement.
3. The Designated Slip and the surrounding slip area must be kept free and clear of all items that are unsightly or cause an obstruction, as determined by Licensor. Supplies, materials, accessories, or debris shall not be stored on dock walkways and only dock-boxes approved by Licensor in writing shall be allowed on the docks. Licensee shall provide its own hoses and shall equip them with automatic shut-off nozzles. Hoses and shore cords shall be neatly coiled, in good repair and hung from hooks provided at the Designated Slip.
4. Licensee shall maintain and keep the Designated Boat in a sound, secure, good and clean condition, and will ensure that it is safely and properly moored or stored in the Designated Slip at all times.
5. Licensee shall not use the dockside water system for air conditioning purposes or use the electrical outlets in the Marina for the operation of power tools, battery chargers, welders, air conditioners, heating units, and similar items without the prior written permission of Licensor.
6. Licensee shall not use torches or open flames, inflammable or toxic removers, or any other hazardous materials or equipment.
7. Licensee and others over whom Licensee has any control shall not engage in any activity that could constitute or create a nuisance for others, or is dangerous, undesirable, disruptive or annoying to others, as determined by Licensor.
8. No person may live aboard the Designated Boat while it is moored or stored at the Designated Slip, or stay overnight on the Designated Boat for more than 72 hours without the prior written permission of Licensor except pursuant to a Live Aboard Agreement executed by Licensor and Licensee.
9. Licensee shall comply with all applicable laws, ordinances, orders, rules, and regulations promulgated by any federal, state, or local government authority or any other agency or body having jurisdiction or regulatory authority relating to the Designated Slip, the Designated Boat or the Marina.
10. Licensee shall permit Licensor and its employees, agents, and representatives to enter upon the Designated Slip, to inspect, clean, repair, maintain or make alterations to the Designated Slip, or to take any emergency actions Licensor deems necessary from time to time or should the designated slip be reassigned. Licensee shall not be entitled to any abatement or reduction of any payment due under the Agreement by reason of such access.
11. Swimming, diving, roller skating, roller blading, bike riding, cast netting, jigging or fishing are not permitted on or from the Marina's docks or piers.
12. Licensee shall not hang laundry on the Designated Boat, docks, or piers in the Marina at any time.
13. Licensee shall not throw refuse or garbage overboard, but shall deposit it in trash containers provided for that purpose. Hazardous materials, sealed paint cans, waste oil or solvents shall not be deposited in trash containers and may not be left at the marina without written approval. Leaks or spills of hazardous materials are the sole responsibility of licensee for all costs associated with removal or cleanup.

14. The Designated Boat shall be equipped with an operable automatic bilge pump that is wired directly to the battery. If the Designated Boat has an in-board or in-board/outboard engine, it shall be equipped with a sorbent sock properly installed in the engine compartment bilge, which shall be renewed annually or more frequently if contaminated. Bilge cleaners and liquid detergents shall not be used in the Designated Boat's bilge. If the Designated Boat has an installed head, it shall be equipped with an operable, United States Coast Guard approved sanitation device which shall be subject to inspection and approval by Licensor. The y-valve on the Designated Boat shall be locked and sealed in the non-overboard position at all times.

15. All Designated Boats with one (1) or two (2) Live Aboard occupants shall be required to have their holding tanks pumped at the approved pump out stations or mobile pump out units at least one time per calendar week without fail. All Designated Boats with three (3) or more Live Aboard occupants, or Designated Boats in which the Marina Dockmaster deems the tank will require more pumpouts, shall be required to have their holding tanks pumped at the approved pump out stations or mobile pump out units at least two (2) times per calendar week without fail. Violation of these conditions could result in prosecution by federal and state authorities and could result in a fine. Overboard discharge of human or pet sewage waste is strictly prohibited in the Marina.

16. Any fueling of the Designated Boat in the Marina shall be done at the designated fuel dock with fuel sold by Licensor. Gasoline and other flammable materials shall not be stored in auxiliary containers in or on the Designated Boat.

17. Licensee shall not use charcoal or gas grills on the Designated Boat, docks or piers in the Marina.

18. Licensee may keep no more than two (2) domestic cats or dogs (hereafter "pets") combined and weighing no more than fifty (50) pounds each, while at the Marina. No other animals (including livestock, birds, or reptiles) of any kind shall be raised, bred or kept on the Designated Boat or on the Marina property. When off the Designated Boat and on the Marina property, the pet(s) must be leashed or carried at all times and no pet(s) may be loose or be left unattended. The Marina shall have the sole discretion to determine whether a specific pet is aggressive or a nuisance. Aggressive pets will not be tolerated. Nuisance behavior includes, but is not limited to, noise (i.e. barking, screeching, etc.), destructive behavior, soiling, and/or illness. Licensee must clean up all pet waste and dispose of it appropriately in holding tanks of the Designated Boat or bagged and disposed of in Marina trash receptacles. Upon request, Licensee must provide a current certificate of rabies vaccination for the pet(s). Keeping aggressive or nuisance pets on the Designated Boat or Marina property is a violation of this Section. A Violation of any provision of this Section shall entitle the Marina to all of its usual rights and remedies (including, but not limited to, requiring the permanent removal of the pet(s) from the Marina and/or immediate termination of the storage Agreement).

19. Licensee shall not install, construct or attach, or cause to be installed, constructed, or attached, any signs, improvements, fixtures, or any other tangible property on any premises of Licensor without the prior written approval of Licensor. Any such tangible property shall be removed by Licensee promptly if Licensor so directs regardless of Licensor's prior approval.

20. All rowboats and dinghies used in connection with the Designated Boat must be stored on board the Designated Boat at night, and shall be left in the water at all other times at Licensee's sole risk and liability.

21. Licensee is permitted only to display a "For Sale" sign if it is listed on consignment with Salty Sam's Sales Department or one of the Marina's approved brokers.

22. Licensor maintains a parking lot for use by Marina customers. Licensee may leave one automobile in the Marina parking lot during the regular business hours of the Marina while Licensee is on board the Designated Boat. Licensee may leave additional automobiles in the parking lot, and may leave vehicles in the parking lot at times when the Marina is closed, only with Licensor's prior written permission. Licensee is required to provide Licensor information regarding any vehicles left after business hours, overnight or longer periods of time. Vehicles left overnight or longer may be subject to

parking fees. Any use of the Marina parking lot shall be at Licensee's sole risk. Licensor reserves the right to tow or move any automobile that is left in the parking lot without Licensor's permission. In the event that Licensee's automobile, or the automobile of any of Licensee's agents, licensees, guests, invitees, or employees is so towed or moved, Licensee shall reimburse Licensor for the entire cost of towing or moving such automobile.

23. Licensee shall not be entitled to any abatement or reduction of any payment due under the Agreement by reason of mechanical failure of the Marina's forklifts.

24. Licensee shall be responsible for all damage, cleanup or repairs resulting from any leaks or discharges from the Designated Boat while in the Designated Slip or elsewhere within the Marina.

25. Licensee shall remain fully responsible for Designated Boat in the event it is being sold and up until it leaves the Marina property or a storage Agreement with the new owner has been executed with the Marina.

26. Licensee shall allow Marina staff to measure Length O/A at any time throughout the Term to determine the storage rate. The Length O/A will be verified and may be checked throughout the Term. If the measurement differs from what is indicated on the Agreement, Licensee's rate will be adjusted accordingly.

27. Licensee accessing any vessel in the detail racks or otherwise shall provide his or her own ladder or steps and shall use ladder or steps at his or her sole risk and liability.